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5 UNITED STATES DISTRICT COURT  
6 WESTERN DISTRICT OF WASHINGTON  
7 AT TACOMA

8 GEOFFREY ROBERT LAWSON,

9 Plaintiff,

10 v.

11 OCWEN LOAN SERVICING, LLC, et  
12 al.,

13 Defendants.

CASE NO. C10-5481BHS

ORDER DENYING MOTION  
FOR RECONSIDERATION

14 This matter comes before the Court on Defendant Regional Trustee Services  
15 Corporation's ("Regional") motion for reconsideration. Dkt. 74. The Court has reviewed  
16 the brief filed in support of the motion and the remainder of the file and hereby denies the  
17 motion for the reasons stated herein.

18 **I. PROCEDURAL HISTORY**

19 On May 31, 2011, Plaintiff Geoffrey Robert Lawson ("Lawson") filed a Third  
20 Amended Complaint against multiple Defendants, including Regional. Dkt. 62.

21 On July 25, 2011, Regional filed a motion to dismiss. Dkt. 64. The motion  
22 contained (1) a brief three sentence argument regarding dismissal of Lawson's cause of  
23 action for violations of the Washington Consumer Protection Act ("CPA"), RCW Chapter  
24 19.86, (*id.* at 6) and (2) no argument on the issue of dismissal of Lawson's *pro se*  
25 complaint without leave to amend. On September 13, 2011, the Court granted in part and  
26 denied in part the motion. Dkt. 73. The Court denied Regional's motion as to Lawson's  
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1 cause of action for a violation of the CPA because Regional had “failed to show that the  
2 other allegations are insufficient to support a plausible claim for relief.” *Id.* at 4-5.

3 On September 13, 2011, Regional filed a motion for reconsideration. Dkt. 74.

## 4 **II. FACTUAL BACKGROUND**

5 The subject of this action is a home and property (“Property”) located in  
6 Bremerton, Washington, of which Lawson claims to be the rightful owner. Dkt. 62, ¶ 43.  
7 Regional, a foreclosure services company, was engaged by Ocwen to conduct a  
8 foreclosure on the Property in the name of the then current beneficiary U.S. Bank,  
9 National Association, as Trustee under the Pooling and Servicing Agreement Dated  
10 November 1, 2001 Morgan Stanley Dean Witter Capital I Inc., Trust 2001-NC3 (“US  
11 Bank”). Dkt. 65, Exh. A. On several occasions, the sale was postponed per instructions  
12 by Ocwen past the maximum postponement dates, and as such, multiple Notices of  
13 Trustee’s Sale went out each in the name of U.S. Bank. *Id.*, Exhs. B-F.

## 15 **III. DISCUSSION**

16 Motions for reconsideration are governed by Local Rule CR 7(h), which provides  
17 as follows:

18 Motions for reconsideration are disfavored. The court will ordinarily deny  
19 such motions in the absence of a showing of manifest error in the prior  
20 ruling or a showing of new facts or legal authority which could not have  
21 been brought to its attention earlier with reasonable diligence.

22 Local Rule CR 7(h)(1).


23 In this case, Regional moves for reconsideration arguing that, contrary to the  
24 Court’s finding, it did show that Lawson’s allegations failed to establish a plausible claim  
25 under the CPA. Dkt. 74 at 4-6. While Regional’s expanded argument appears to fully  
26 address each allegation supporting Lawson’s CPA claim, Regional has failed to show that  
27 its argument could not have been presented to the Court in the motion to dismiss.  
28 Moreover, Regional presented no argument on the issue of dismissing a *pro se* party’s

1 complaint without granting leave to amend, and the Court will not address new issues on  
2 a motion for reconsideration. This order does not preclude Regional from filing a  
3 subsequent motion to dismiss.

4 **IV. ORDER**

5 Therefore, it is hereby **ORDERED** that Regional's motion for reconsideration  
6 (Dkt. 74) is **DENIED**.

7 DATED this 14th day of September, 2011.

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10 BENJAMIN H. SETTLE  
11 United States District Judge  
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